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PATENT**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application No.: 09/546,145
Filing Date: April 10, 2000
Applicant: Richard D. Bednar
Group Art Unit: 3671
Examiner: Robert Pezzuto
Title: GANG-TYPE ROTARY LAWN MOWER
WITH REAR ROLLER
Attorney Docket: 7016R-000015COA

*Terminal
(CAPPD)
Disclaimer
9/27/01
vsm*

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

TERMINAL DISCLAIMER

RANSOMES AMERICA CORPORATION, a Delaware corporation, represents that it is the Assignee of the above-identified U.S. Patent Application and of U.S. Patent No. 6,047,530, which issued on April 11, 2000 based on U.S. Patent Application Serial No. 08/794,141 filed February 3, 1997. The present application and the earlier application, which matured into the above-mentioned U.S. patent, are related, and the ownership of these two applications and the resulting patent(s) by RANSOMES AMERICA CORPORATION is evidenced at Reel 8433, Frame 0424 and by a copy of the assignment attached to this Terminal Disclaimer.


RANSOMES AMERICA CORPORATION hereby disclaims the terminal part of any patent granted on Application Serial No. 09/546,145 which would extend beyond the expiration date of any patents granted on Application Serial No. 08/794,141, and hereby agrees that any patent granted on Application Serial No. 09/546,145 shall be enforceable only for and during such period that the legal title to such patent shall be the same as the legal title to each patent granted on Application Serial No. 08/794,141. This agreement is to run with any patent granted on Application Serial No. 09/546,145 and is to be binding upon the grantee, its successor and assigns.

Further, I state that by this instrument, RANSOMES AMERICA CORPORATION does not disclaim any terminal part of any patent granted on the above-identified pending patent application prior to the expiration date of the full statutory term or any extended term as presently shortened by any terminal disclaimer of any patent to issue from U.S. Patent No. 6,047,530 in the event that this patent later: (1) expires for failure to pay a maintenance fee; (2) is held unenforceable; (3) is found invalid; (4) is statutorily disclaimed in whole or is terminally disclaimed under 37 CFR 1.321(a); (5) has all claims cancelled by a reexamination certificate; or (6) is otherwise terminated prior to the expiration of its statutory term or any extended term as presently shortened by any terminal disclaimer, except for the separation of legal title as stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that any such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

Aug 21, 2001



Joseph M. Lafata, Reg. No. 37166
Applicants Attorney

Attachment: 2-Page Assignment

61305 U.S. PTO

08/794141



02/03/97

A S S I G N M E N T

For and in consideration of the sum of One Dollar
(\$1.00) to me:

Richard D. Bednar
N6804 Shorewood Hills Rd.
Lake Mills, Wisconsin 53551

paid by Ransomes America Corporation (hereinafter referred to as
"Assignee"), a Delaware corporation having its principal place of
business at:

900 North 21st Street
Lincoln, Nebraska 68501-2409

and for other valuable and sufficient consideration, receipt
whereof is hereby acknowledged, I hereby sell, assign and convey,
unto Assignee, its successors and assigns, my entire right, title
and interest -

(1) in and to an invention entitled "GANG-TYPE ROTARY
LAWN MOWER" for which I have executed a United States patent
application on even date herewith;

(2) in and to said United States application, in and
to all other patent applications (including divisional,
continuation, continuation-in-part, §111(b) provisional, §111(a),
and reissue applications) based upon said invention, and in and
to the patent or patents to be granted thereon, including
reissues thereof, if any, to the full end of the term or terms
for which said patent or patents may be granted;

(3) in and to all patent applications on said
invention now or hereafter filed in countries foreign to the
United States of America, and in and to any and all patents

PATENT

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granted on said applications to the full end of the terms for which said patents may be granted; and

(4) under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of my Assignee with a claim to priority based on said United States application.

And I hereby agree that I will, upon demand of Assignee, its successors or assigns, and without further consideration to me, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by me.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue the said United States patent or patents to Assignee.

Date: 1-31-77

Richard D. Bednar
Richard D. Bednar

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RECORDED: 02/03/1997

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** TOTAL PAGE.09 **